

Electronically Recorded

Official Public Records

Tarrant County Texas

10/7/2010 3:43 PM

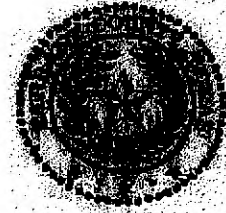
D210248441



Suzanne Henderson

PGS 8 \$44.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.  
ATTN: RECORDING TEAM  
P.O. Box 18496  
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Jimmie Dee Evans, and spouse Margaret Evans

TEXAS MIDSTREAM GAS SERVICES, L.L.C.

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other

1. Easement. A permanent and exclusive easement and right-of-way thirty feet (30') in width

2. **Temporary Construction Easements.** Temporary construction easements (hereinafter called

3. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Except as provided in paragraph 13. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor fifty dollars and no/100 cents (\$50.00) per foot for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

10. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. No Above Ground Appurtenances. No above ground appurtenances will be placed within the Easement granted herein except markers, vent pipes at road or railroad crossings, and cathodic test station posts that will be located at fence lines, tree rows, top banks of streams, or at other such locations so as not to interfere with Grantor's operations.

14. Grantee Abandonment. Grantee agrees that, in the event of the complete non-use of said pipeline by Grantee, its successors or assigns, for a period of two (2) consecutive years this Easement and the right of way shall be considered abandoned and Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement and the right of way, in which the Grantee shall have the right to abandon the pipeline in place or remove said pipeline.

15. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

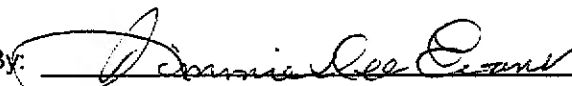
16. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

17. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 13<sup>th</sup> day of January, 2009.

GRANTOR: Jimmie Dee Evans

By: 

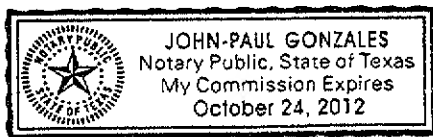
Printed Name: Jimmie Dee Evans  
Title: Landowner

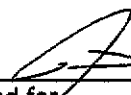
ACKNOWLEDGEMENT

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF TARRANT     §

This instrument was acknowledged before me on the 13<sup>th</sup> day of January, 2009, by Jimmie Dee Evans.

(SEAL)



  
Notary Public in and for  
the State of Texas  
John Paul Gonzales  
(Printed Name of Notary)  
My commission expires: 10/24/2012

GRANTOR: Margaret Evans

By: Margaret Evans

Printed Name: Margaret Evans

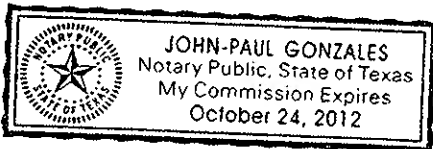
Title: Landowner

ACKNOWLEDGEMENT

THE STATE OF Texas §  
COUNTY OF Tarrant §

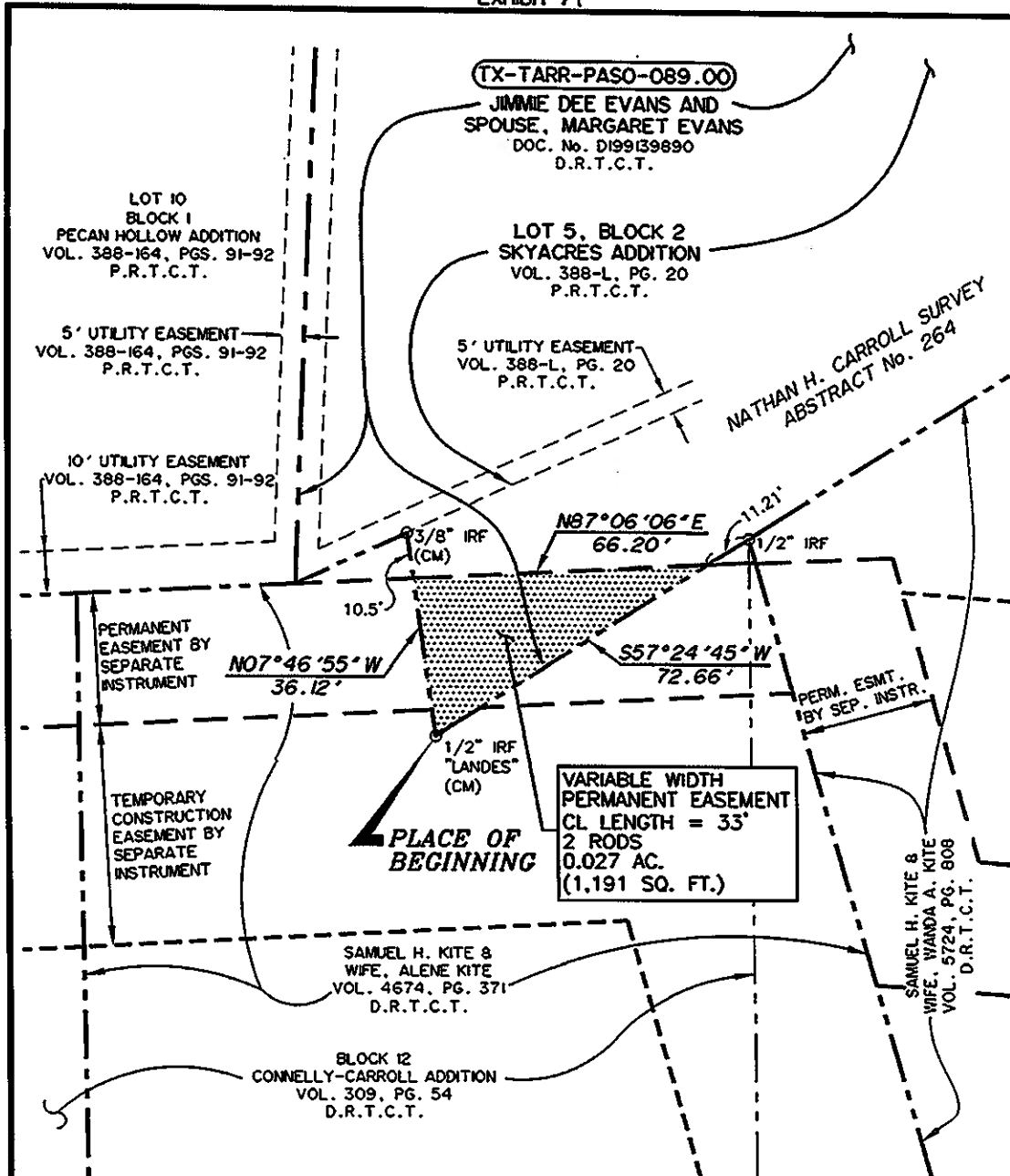
January, 2009, This instrument was acknowledged before me on the 13<sup>th</sup> day of January, 2009, by Margaret Evans.

(SEAL)



[Signature]  
Notary Public in and for  
the State of Texas  
John-Paul Gonzales  
(Printed Name of Notary)  
My commission expires: 10/24/2012

## EXHIBIT A



## NOTES:

- (1) ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY WESTERN DATA SYSTEMS.
- (2) TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.
- (3) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF NOVEMBER 2009 THROUGH JANUARY 2010 UNDER THE DIRECTION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798.
- (4) REFER TO THE ACCOMPANYING FIELD NOTES ATTACHED HERETO AND MADE A PART THEREOF.

## \* LEGEND \*

CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
IRS	IRON ROD SET
IPF	IRON PIPE FOUND
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

TX-TARR-PASO-089.00-1-Rev2.dwg

20-05 WAT 09074

2	4/23	JW	REVISED TRACT NUMBER	JLH
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 563356			TX-TARR-PASO-089.00	
SURVEYOR PREPARING THIS EXHIBIT: <b>WIA WIER &amp; ASSOCIATES, INC.</b>				

**texas MIDSTREAM**  
GAS SERVICES

PAPAJOHN TO SHADY OAKS  
JIMMIE DEE EVANS & SPOUSE, MARGARET EVANS  
VARIABLE WIDTH PERMANENT EASEMENT  
TARRANT COUNTY, TEXAS

DRAWN BY: JW	DATE: 04-20-2010	DWG. NO.	REV.
CHECKED BY: <i>[Signature]</i>	DATE: 05-26-2010	1 OF 2	2
SCALE: 1"=30'	APP: <i>[Signature]</i>		

10/6/10  
J.D.E.  
MJE

EXHIBIT A

**FIELD NOTES - DESCRIPTION  
VARIABLE WIDTH PERMANENT EASEMENT**

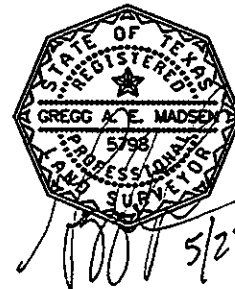
BEING A TRACT OF LAND LOCATED IN THE NATHAN H. CARROLL SURVEY, ABSTRACT No. 264, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO JIMMIE DEE EVANS AND SPOUSE, MARGARET EVANS, RECORDED IN DOCUMENT NUMBER D199139890, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T) AND MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "LANDES", SAID IRON ROD BEING THE SOUTH CORNER OF SAID EVANS TRACT;

THENCE N 07°46'55" W, ALONG A WEST LINE OF SAID EVANS TRACT AND AN EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SAMUEL H. KITE AND WIFE, ALENE KITE, RECORDED IN VOLUME 4674, PAGES 371, D.R.T.C.T., 36.12 FEET TO A POINT;

THENCE N 87°06'06" E, DEPARTING A WEST LINE OF SAID EVANS TRACT AND AN EAST LINE OF SAID KITE TRACT, 66.20 FEET TO A POINT IN A SOUTHEAST LINE OF SAID EVANS TRACT AND A NORTHWEST LINE OF SAID KITE TRACT;

THENCE S 57°24'45" W, ALONG A SOUTHEAST LINE OF SAID EVANS TRACT AND A NORTHWEST LINE OF SAID KITE TRACT, 72.66 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.027 ACRES (1,191 SQUARE FEET) OF LAND, MORE OR LESS.



THIS SURVEY WAS MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798 DURING THE MONTHS OF NOVEMBER 2009 THROUGH JANUARY 2010. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983. REFER TO THE ACCOMPANYING EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

TX-TARR-PASO-089.00-2-Rev2.dwg  
9:45 WAA 09074

2		4/23	JW	REVISED TRACT NUMBERS	JH
REV.	DATE	BY	DESCRIPTION		CHK.
PROJECT NO. 563356		TX-TARR-PASO-089.00			
<div style="display: flex; justify-content: space-between;"> <div> <b>VWA</b>  <b>WIER &amp; ASSOCIATES, INC.</b> </div> <div> <b>tex s</b> MIDSTREAM  GAS SERVICES </div> </div>					
PAPPAJOHN TO SHADY OAKS JIMMIE DEE EVANS AND SPOUSE, MARGARET EVANS VARIABLE WIDTH PERMANENT EASEMENT TARRANT COUNTY, TEXAS					
DRAWN BY: JW		DATE: 04-23-2010		DWG. NO.	
CHECKED BY: <i>JH</i>		DATE: 05-27-2010		REV.	
SCALE: N/A		APP: <i>WAA</i>		2 OF 2	
				2	